



AGENDA  
City of Milton  
Common Council Meeting  
Tuesday, August 2, 2016  
7:00 PM  
MILTON CITY HALL  
Council Chambers, 710 S. Janesville Street

- 1. Call to Order and Confirmation of Appropriate Meeting Notice.**
- 2. Approval of Agenda**
- 3. Public comments regarding items which can be affected by Council Action**  
Presenters must sign in with the City Clerk in order to speak.
- 4. Approval of the Consent Agenda**

**4.a. Approval of Common Council Minutes – July 19, 2016.**

Documents:

[07-19-2016 Common Council Minutes.pdf](#)

**4.b. Approval of Plan Commission Minutes – July 5, 2016.**

Documents:

[07-05-2016 Plan Commission Minutes.pdf](#)

**4.c. Plan Commission Item: Discussion and Possible Action Regarding a 1-Lot CSM along Putman Parkway.**

Documents:

[Memo - Putman Parkway CSM.pdf](#)  
[Putman Parkway CSM.pdf](#)

**4.d. Approval of Minutes - Public Works Committee Minutes – July 5, 2016.**

Documents:

[07-05-2016 Public Works Minutes.pdf](#)

**4.e. Public Works Committee Item: Approve the Baxter and Woodman South Pressure Zone Booster Station Work Order.**

Documents:

[Memo - South Pressure Zone Booster Station Work Order.pdf](#)

**4.f. Public Works Committee Item: Approve the Baxter and Woodman Phosphorus Preliminary Compliance Alternatives Plan Work Order.**

Documents:

[Memo - Phosphorus Preliminary Compliance Alternatives Plan Work Order.pdf](#)  
[Work Order for Phosphorus Preliminary Compliance Alternatives Plan.pdf](#)

**4.g. Approval of Zoning Board of Appeals Minutes - April 6, 2016.**

Documents:

[04-06-2016 - Zoning Board of Appeals Minutes.pdf](#)

**5. Discussion and Possible Action Regarding Bids Received for 2016 Pavement Projects, the Municipal Drive Drainage Improvements, and the Maintenance of Storm Water Areas.**

Documents:

[Memo - Bids Received.pdf](#)  
[Bid Award Letter for 2016 Pavement Improvements.pdf](#)  
[Bid Award for Municipal Drive Drainage Improvements.pdf](#)  
[Bid Award Letter for South Pressure Zone Booster Pumping Station Improvements.pdf](#)

**6. Discussion and Possible Action Regarding Resolution No. 2016-26 Authorizing Purchase of Property and Execution of Closing Documents.**

Documents:

[Memo - Purchase of land.pdf](#)  
[Resolution 2016-26 Authorizing Purchase of Property From Rock County.pdf](#)

**7. Discussion and Possible Action Regarding the Water Rate Study.**

Documents:

[Memo - Water Rate Questions.pdf](#)

**8. Discussion and Possible Action Regarding Middle School Resource Officer Agreement.**

Documents:

[Memo - Middle School Resource Officer Agreement.pdf](#)  
[Middle School SRO Agreement, Finalized 07-26-2016.pdf](#)

**9. Discussion and Possible Action Regarding Resolution No. 2016-25 Approving Police Cooperation Intergovernmental Agreement.**

Documents:

[Memo - Resolution Approving Police Cooperating Intergovernmental Agmt.pdf](#)  
[Resolution 2016-25 Approving Police Cooperating Intergovernmental Agmt 7-14-](#)

- 10. General Items**
- 11. Next Meeting – Tuesday, August 16, 2016 at 7:00 p.m.**
- 12. Team Building Exercise.**
- 13. Mayor and Alderperson Reports**
- 14. Staff Reports**
- 15. City Administrator**
- 16. Chief of the Joint Fire Department**
- 17. Chief of the Police Department**
- 18. City Clerk/Deputy Treasurer**
- 19. Director of Public Works**
- 20. Director of the Library**
- 21. Finance Director**
- 22. Motion to Adjourn**

\*\*Please note that upon reasonable notice, at least 48 hours in advance, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 868-6900, 710 S. Janesville Street, Milton, WI 53563.

Posted by Elena Hilby July 29, 2016 at Dave's Ace Hardware, Piggly Wiggly, Milton City Hall.

Common Council Mission Statement: With integrity and involved citizens, the City of Milton Common Council will strive to preserve a high quality of life, meet the public's needs with cost effective services, and foster a community in which people are proud to live.

**City of Milton  
Common Council Minutes**

7/19/2016 - Minutes

**1. Call to Order and Confirmation of Appropriate Meeting Notice.**

Mayor Anissa Welch called the July 19, 2016 Common Council meeting to order at approximately 7:00 pm. City Clerk/Deputy Treasurer Elena Hilby confirmed the appropriate meeting notices were posted.

Present: Mayor Anissa Welch, Ald. Dave Adams, Ald. Jeremy Zajac, Ald. Maxine Striegl, Ald. Ryan Holbrook, Ald. Nancy Lader, and Ald. Lynda Clark.

Also Present: City Administrator Al Hulick, Finance Director Dan Nelson, Director of Public Works Howard Robinson, City Attorney Mark Schroeder, Police Chief Scott Marquardt, Library Director Lisa Brooks, Fire Chief Loren Lippincott, and City Clerk/Deputy Treasurer Elena Hilby.

**2. Approval of Agenda**

Ald. Clark moved to approve the agenda. Ald. Holbrook seconded, and the motion carried.

**3. Public comments regarding items which can be affected by Council Action**

Mayor Welch welcomed those in attendance and asked if there were any registered speakers.

Eric Horwill of 177 Buten St expressed concern, along with some of his neighbors, about a container house being discussed on their street.

Frank Kligora of 231 Front St expressed concern about the way the city is maintaining the sewer on his property. DPW Director said that it is not the City's responsibility to clean the lateral. DPW Director Robinson said he would look into the issue.

**4. Approval of the Consent Agenda**

Ald. Zajac moved to approve the consent agenda. Ald. Clark seconded, and the motion carried.

**4.a. Approval of Common Council Minutes – July 5, 2016.**

**4.b. Approval of Minutes - Personnel & Finance Committee Minutes – June 21, 2016.**

**4.c. Personnel & Finance Committee Item: Approve Operator Licenses as Presented.**

**4.d. Approval of Minutes - Public Safety Committee Minutes – May 17, 2016.**

**4.e. Community Development Authority Item: Approve the Façade Grant Reimbursement – Jake & Lucy LLC and Junction Pub.**

**5. Discussion and Possible Action Regarding Resolution 2016-22 Approving the Project Plan and Establishing the Boundaries for and the Creation of Tax Incremental District No. 9, City of Milton, Wisconsin.**

City Administrator Hulick reviewed the item.

Ald. Clark moved to approve Resolution 2016-22 approving the Project Plan and establishing the boundaries for Tax Incremental Finance District Number 9. Ald. Holbrook seconded, and the motion carried.

unanimously.

**6. Discussion and Possible Action Regarding a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$7,640,000 General Obligation Corporate Purpose Bonds, Series 2016B.**

Maureen Schiel of Ehlers reviewed the item via phone and was available for questions.

Ald. Zajac moved to approve Resolution 2016-23 a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$7,640,000 General Obligation Corporate Purpose Bonds, Series 2016B. Ald. Clark seconded, and the motion carried unanimously.

**7. Discussion and Possible Action Regarding an Engagement letter with Quarles & Brady for the issuance of 2016B General Obligation Corporate Purpose Bonds.**

Ald. Clark moved to approve the contract with Quarles and Brady to serve as the City of Milton's bond and disclosure counsel to assist with the sale of the 2016B General Obligation Corporate Purpose Bonds in an amount not to exceed \$27,665. Ald. Zajac seconded, and the motion carried unanimously.

**8. AMENDED Discussion and Possible Action Regarding the Filing of an Ethics Complaint by the Milton City Council.**

Ald. Lader moved to not file an ethics complaint. Ald. Striegl seconded.

Ald. Lader withdrew her motion. Ald. Striegl withdrew her second.

Ald. Zajac moved for a recess at approximately 7:50 p.m. Ald. Clark seconded, and the motion carried.

The meeting was reconvened at approximately 8:11 p.m.

Resident Larry Laehn of 216 N. Janesville Street spoke in support of the Common Council enforcing Ordinance 417.

Ald. Clark moved to authorize and direct Ald. Zajac to submit an ethics complaint on behalf of the Common Council against Ald. Lader for allegedly disclosing closed session information. Ald. Zajac seconded and the motion carried on the following roll-call vote:

Aye: Ald. Adams, Ald. Clark, Ald. Zajac.

No: Ald. Striegl.

Abstain: Ald. Holbrook and Ald. Lader.

**9. General Items**

**10. Team Building Exercise.**

**11. Mayor and Alderperson Reports**

Ald. Clark

- The Flowers and Fireflies event will be on July 21 from 5:30-7:30 p.m. The event has moved indoors due to the heat that is predicted.

Ald. Zajac

- There is an opening on the Parks and Recreation Committee and one on the Ethics Committee.

**12. Staff Reports**

**13. City Administrator**

**14. Chief of the Joint Fire Department**

- Expressed gratitude for all first responders.
- Said that the Commission meeting is tomorrow night at City Hall.

**15. Chief of the Police Department**

- It's been a tough couple of weeks for law enforcement. Expressed gratitude for the support the community has given.
- Mentioned the cooling centers in Milton will be at the Library and Fire Department.

**16. City Clerk/Deputy Treasurer**

No report.

**17. Director of Public Works**

- We are working on W. Madison Ave.
- Brush collection is still going on this week.
- Progress is being made with the well house.
- Mentioned that the Milton Mud Run will be on August 13.

**18. Director of the Library**

- Construction is going well
- Aug. 6 there will be a Harry Potter Birthday Party
- August 28 there will be a Food Truck Rally at the School District
- There is a Pokemon Go event going on tomorrow

**19. Finance Director**

No report.

**20. Motion to Adjourn**

Ald. Clark moved to adjourn the meeting of the Common Council at 8:28 p.m. Ald. Holbrook seconded, and the motion carried.

Respectfully submitted,  
Elena Hilby  
City Clerk

**City of Milton**  
**Plan Commission Minutes**

7/5/2016 - Minutes

**1. Call to Order**

Mayor Welch called the July 5, 2016 meeting of the Plan Commission to order at 5:30 PM. Clerk Hilby confirmed the appropriate meeting notices were posted.

Present: Mayor Anissa Welch, Director of Public Works Howard Robinson, Ald. Jeremy Zajac, Comm. Ethel Himmel, Comm. Frank Green, and Comm. David Ostrowski.

Excused: Comm. Bob Seales.

Also Present: City Clerk/Deputy Treasurer Elena Hilby.

**2. Approval of Agenda**

Comm. Ostrowski moved to approve the agenda. Comm. Himmel seconded, and the motion carried.

**3. Approval of Plan Commission Minutes – June 7, 2016.**

Comm. Himmel moved to approve the minutes. Comm. Ostrowski seconded, and the motion carried.

**4. Discussion and Possible Action on a Site Plan for Expanded Parking at Schilberg Park.**

Lynda Clark of 1015 Brown Drive spoke in support.

Comm. Ostrowski moved to approve the site plan for expanded parking at Schilberg Park as presented with the contingency that a pedestrian crossing path be added going east and west across the wide part of the parking lot and a stormwater maintenance plan be recorded for the project. Comm. Himmel seconded, and the motion carried.

**5. Discussion and Possible Action on a Site Plan Review for a Change in Signage for Junction Station Located at 602 W. Madison Avenue.**

Comm. Himmel moved to approve the site plan for a change in signage for Junction Station located at 602 W. Madison Ave. Ald. Zajac seconded, and the motion carried.

**6. Discussion and Possible Action on a Site Plan Review for Sunset Apartments Expansion.**

Comm. Himmel moved to approve the site plan for Sunset Apartments expansion. Ald. Zajac seconded, and the motion carried.

**7. Next Meeting Date – August 2, 2016 at 5:00 p.m.**

**8. General Items**

Items for the next agenda:

- Discuss a No left turn/No right turn sign for the new parking lot at Schilberg Park.
- Discuss No parking signs on W. High Street.

**9. Motion to Adjourn**

DPW Director Robinson moved to adjourn the Plan Commission meeting at 5:54 pm. Comm. Himmel seconded, and the motion carried.

Respectfully submitted,  
Elena Hilby  
City Clerk



## Office of the City Administrator

**To:** Mayor Welch, Common Council Members, Plan Commission Members  
**From:** Al Hulick, City Administrator  
**Date:** August 2, 2016  
**Subject:** Discussion and Possible Action Regarding a 1-Lot CSM along Putman Parkway

---

### Summary

The City has prepared a Certified Survey Map to legally define an 23.55 acre parcel of land north of Putman Parkway and South of STH 59 and an Outlot. At the time STH 59 and STH 26 were realigned, this parcel was separated into three separate pieces, while still retaining a single parcel number. This CSM creates a new, separate, legal tax parcel.

This action is important, due to the “new” parcels inclusion in the newly created TIF No. 9. TIF law dictates that TIF boundaries cannot bisect a parcel. Therefore, despite the fact that STH 59 already bisects the parcel with legally dedicated right of way, the creation of a new legal tax parcel of the subject site is necessary to conform to State Law.

### Recommendation

The City Administration recommends the Plan Commission and City Council approve the CSM along Putman Parkway.

# CERTIFIED SURVEY MAP

PART OF THE SW 1/4 OF THE NE 1/4 AND PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 35, T.4N., R.13E. OF THE 4TH P.M., CITY OF MILTON, ROCK COUNTY, WISCONSIN.

## S.T.H. 59

(REC. N89°48'E)  
N89°47'20"E  
12.83'  
388.38'

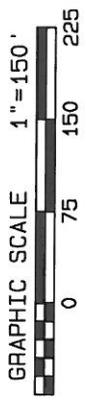
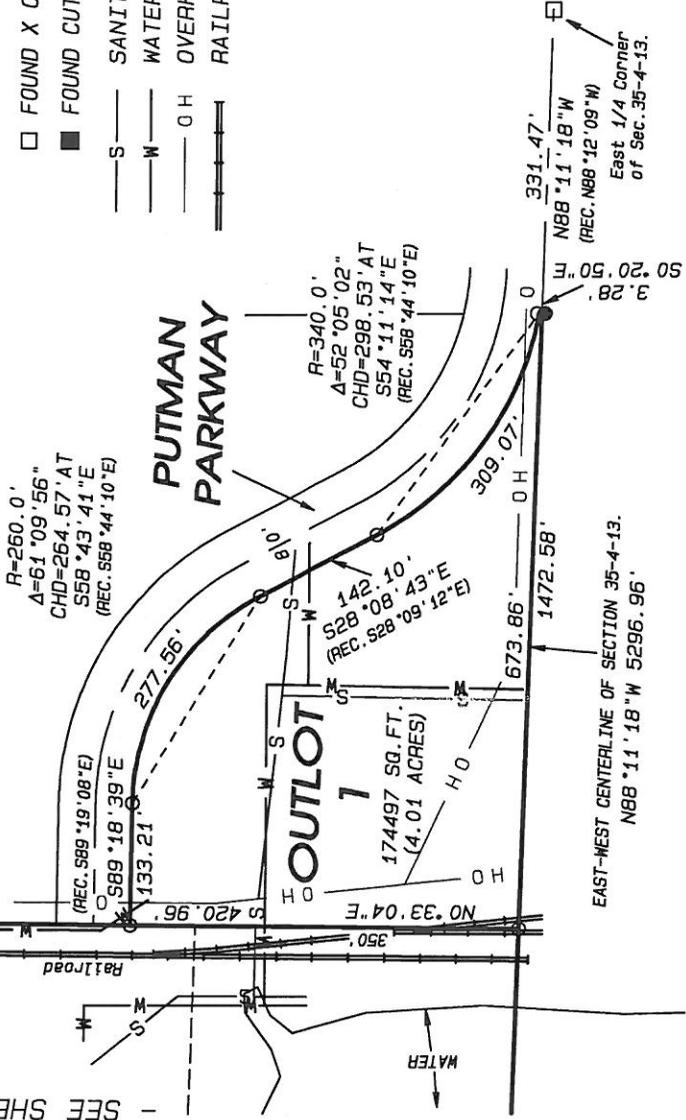
CSM LOT 1 VOL.39 PGS.295-298 DOC.NO.1886983

823.46'

LOT 1

S0°41'25"W  
(REC. S0°40'52"W)

- SEE SHEET 2 -



### LEGEND:

- SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN.FT.
- FOUND 3/4" IRON PIN
- FOUND X ON STONE
- FOUND CUT STONE MONUMENT
- S — SANITARY SEWER
- W — WATER LINE
- OH — OVERHEAD UTILITIES
- RAILROAD

### NOTES:

LOCATIONS OF UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY !!!

FIELD WORK COMPLETED JULY 14TH, 2016.

ASSUMED N88°11'18"W ALONG THE EAST-WEST CENTERLINE OF SECTION 35-4-13.

Project No. 116 - 229  
For: CITY OF MILTON

**Combs & ASSOCIATES**  
• LAND SURVEYING • LAND PLANNING • CIVIL ENGINEERING

109 N. Milwaukee St.  
Janesville, WI 53548  
tel: 608 752-0575  
www.combsurvey.com  
fax: 608 752-0534



**City of Milton**  
**Public Works Committee Minutes**

7/5/2016 - Minutes

**1. Call to Order**

Chair Nancy Lader called the July 5, 2016 meeting of the Public Works Committee to order at 6:45 p.m.

Present: Ald. Nancy Lader, Ald. Dave Adams, and Ald. Lynda Clark.

Also Present: DPW Director Howard Robinson, City Engineer Gary Vogel/Mark Langer, and City Clerk Elena Hilby.

**2. Approval of Agenda**

Ald. Clark moved to approve the agenda. Ald. Adams seconded, and the motion carried.

**3. Approval of Public Works Committee Minutes - March 1, 2016.**

Ald. Clark moved to approve the minutes. Ald. Adams seconded, and the motion carried.

**4. Engineers Report**

City Engineer Gary Vogel reviewed the report.

**5. Discussion and Possible Action Regarding Resolution 2016-21 Preliminary Public Works Resolution Allowing Scheduling of a Public Hearing for Potential Curb and Gutter Assessments on Chicago Street.**

Ald. Adams moved to approve Resolution 2016-21 allowing a public hearing date for the Chicago Street curb and gutter assessments contingent on the street project being completed. Ald. Clark seconded, and the motion carried.

**6. Next Meeting Date - Tuesday, August 2, 2016 at 6:30 p.m.**

**7. General Items**

**8. Adjourn**

Ald. Clark moved to adjourn the meeting of the Public Works Committee at 6:56 pm. Ald. Adams seconded, and the motion carried.

Respectfully submitted,  
Elena Hilby  
City Clerk

## Office of the Director of Public Works

**To:** City of Milton Public Works Committee  
**From:** Howard Robinson, Director of Public Works  
**Date:** August 2, 2016  
**cc:** Mayor Anissa Welch, Common Council Members  
**Subject:** Discussion and Possible Action to Approve Baxter & Woodman South Pressure Zone Booster Station Engineering Services Work Order.

---

### **Discussion**

This work order is for the onsite engineering work for observation and construction installation of the South Pressure Zone Booster Station. Bids for the project were opened on July 28, 2016 and the bids will be at the council meeting for possible awards. Funding for this work is included in the water borrowed funds for this project.

### **Staff Recommendation**

I am asking for approval of this work order.

### **Attachments**

- Work order

**CITY OF MILTON, WISCONSIN  
SOUTH PRESSURE ZONE BOOSTER STATION  
CONSTRUCTION ENGINEERING SERVICES**

**WORK ORDER**

**Engineer's Project No. 150152.60**

**Project Description:**

Provide construction engineering services for the construction of the South Pressure Zone Booster Station and PRV Vault. The Project includes the installation of a prefabricated skid mounted above grade booster pumping station on a concrete foundation and floor, installation of a prefabricated skid mounted above grade pressure reducing vault on a concrete foundation and floor, including water main and sanitary sewer connections, electrical and SCADA improvements, hot mix asphalt pavement, fencing, restoration, and other miscellaneous items of work.

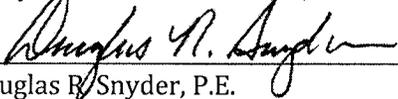
**Engineering Services:**

The general provisions of this Work Order are enumerated in the Engineering Services Agreement between the Owner and Engineer dated June 17, 2016. Engineer shall provide the services set forth in Attachment A, attached hereto. Manpower Requirements and Fee Summary are listed in Attachment B.

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated June 17, 2016. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates included in Attachment B for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$27,500**.

Submitted by: **Baxter & Woodman, Inc.**

By:   
Douglas R. Snyder, P.E.  
Title: Regional Manager

Date: July 25, 2016

Approved by: **City of Milton, WI**

By: \_\_\_\_\_  
Al Hulick  
Title: City Administrator

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Elena Hilby, Clerk

**Additional Comments and Conditions:** None.

---

## PROJECT DESCRIPTION

Provide Construction Services for the construction of the South Pressure Zone Booster Station and PRV Vault. The Project includes the installation of a pre-fabricated skid mounted above grade booster pumping station on a concrete foundation and floor, installation of a pre-fabricated skid mounted above grade pressure reducing vault on a concrete foundation and floor, including water main and sanitary sewer connections, electrical and SCADA improvements, hot mix asphalt pavement, fencing, restoration, and other miscellaneous items of work.

## SCOPE OF SERVICES – CONSTRUCTION SERVICES

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. CONSTRUCTION ADMINISTRATION
  - Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
  - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
  - Attend periodic construction progress meetings.
  - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
  - Review construction record drawings for completeness prior to submission to CADD.
  - Prepare construction contract change orders and work directives when authorized by the Owner.
  - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - Research and prepare written response by Engineer to request for information from the Owner and Contractor.
  - Project manager or other office staff visit site as needed.
3. FIELD OBSERVATION
  - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 160 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the

---

Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

**4. SUBSTANTIAL COMPLETION OF PROJECT**

- Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
- Prepare Certificate of Substantial Completion.

**5. COMPLETION OF PROJECT**

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.

**Manpower Requirements and Costs Summary**

| <b><u>Deliverable</u></b>                            | <b><u>Employee Class</u></b> | <b><u>Hourly Rate</u></b> | <b><u>Estimated Hours</u></b> | <b><u>Labor Cost</u></b> |
|--|------------------------------|---------------------------|-------------------------------|--------------------------|
| Construction Administration                          | Senior Engineer IV           | \$ 170.00                 | 4                             | \$ 680.00                |
|  | Senior Engineer III          | \$ 150.00                 | 16                            | \$ 2,400.00              |
|  | Senior Engineer II           | \$ 140.00                 | 4                             | \$ 560.00                |
|  | Engineer III                 | \$ 115.00                 | 8                             | \$ 920.00                |
| <b>Construction Administration Totals</b>            |                              |                           | <b>32</b>                     | <b>\$ 4,560.00</b>       |
| Field Observation                                    | Senior Engineer IV           | \$ 170.00                 | 20                            | \$ 3,400.00              |
|  | Engineer III                 | \$ 115.00                 | 140                           | \$ 16,100.00             |
| <b>Field Observation Totals</b>                      |                              |                           | <b>160</b>                    | <b>\$ 19,500.00</b>      |
| Complete Project                                     | Senior Engineer IV           | \$ 170.00                 | 4                             | \$ 680.00                |
|  | Engineer III                 | \$ 115.00                 | 8                             | \$ 920.00                |
|  | CAD/GIS/Survey Tech II       | \$ 95.00                  | 4                             | \$ 380.00                |
|  | CAD/GIS/Survey Tech I        | \$ 85.00                  | 2                             | \$ 170.00                |
| <b>Complete Project Totals</b>                       |                              |                           | <b>4</b>                      | <b>\$ 2,150.00</b>       |
| Project Closeout                                     | Senior Engineer IV           | \$ 170.00                 | 2                             | \$ 340.00                |
|  | Engineer III                 | \$ 115.00                 | 8                             | \$ 920.00                |
| <b>Project Closeout Totals</b>                       |                              |                           | <b>2</b>                      | <b>\$ 1,260.00</b>       |
| <b>Total Estimated Construction Engineering Fees</b> |                              |                           |                               | <b>\$27,470.00</b>       |
| <b>USE</b>   |                              |                           |                               | <b>\$27,500.00</b>       |

## Office of the Director of Public Works

**To:** City of Milton Public Works Committee  
**From:** Howard Robinson, Director of Public Works  
**Date:** August 2, 2016  
**cc:** Mayor Anissa Welch, Common Council Members  
**Subject:** Discussion and Possible Action to Approve Baxter & Woodman Phosphorus Preliminary Compliance Alternatives Plan Engineering Services Work Order.

---

### **Discussion**

Baxter and Woodman have sent a work order with a not to exceed price of \$2,000. This work order will allow us to complete our phosphorus preliminary compliance alternatives plan as required by the DNR. The plan is due by 9/30/2016. This plan will show how we will meet our phosphorus compliance limits. Funds for this are included in the STP budget.

### **Staff Recommendation**

I am asking for approval of this work order.

### **Attachments**

- Work order

**CITY OF MILTON, WISCONSIN  
PHOSPHORUS PRELIMINARY COMPLIANCE ALTERNATIVES PLAN  
ENGINEERING SERVICES  
WORK ORDER**

**ENGINEERS' PROJECT NO. 160770.30**

**Project Description:**

The Project consists of preparing a preliminary compliance alternatives plan by September 30, 2016 as required in the current WPDES permit. This plan will not include preliminary engineering since upgrading would not necessarily be required if trading phosphorus with the City's MS4 is feasible.

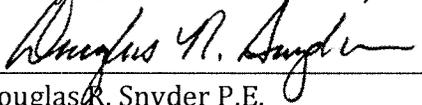
**Engineering Services:**

Provide engineering services in accordance with the City Engineering Services Agreement dated June 17, 2016. The scope of services for this Project is listed in Attachment A. Manpower requirements and a fee summary are listed in Attachment B.

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the City Engineering Services Agreement dated June 17, 2016. The Owner shall pay the Engineer for the services performed or furnished under Attachment A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$7,000.

Submitted by: **Baxter & Woodman, Inc.**

By:   
Douglas R. Snyder P.E.

Title: Regional Manager

Date: July 22, 2016

Approved: **City of Milton, WI**

By: \_\_\_\_\_  
Al Hulick

Title: City Administrator

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Elena Hilby, Clerk

**Additional Comments and Conditions:** None

---

## PROJECT DESCRIPTION

The Project consists of preparing a preliminary compliance alternatives plan by September 30, 2016 as required in the current WPDES permit. This plan will not include preliminary engineering since upgrading would not necessarily be required if trading phosphorus with the City's MS4 is feasible.

## SCOPE OF SERVICES

This Project includes the following:

1. ADMINISTRATION & MEETINGS – Confer with the City staff and project team to ensure that the goals of the Project are achieved, and to clarify and define the general scope, extent, and character of the Project. Submit a draft Preliminary Compliance Alternatives Plan to City staff for review and incorporate City's comments in final report. Two meetings are anticipated. One with City staff and one with City Council or appropriate City Committee.
2. PRELIMINARY COMPLIANCE ALTERNATIVES PLAN – Prepare a Preliminary Compliance Alternatives Plan using the format of the WDNR Phosphorus Alternatives Report Checklist including:
  - BACKGROUND INFORMATION - Provide a description of existing facilities, collection system, flows and loadings for the facility.
  - OPTIMIZATION PLAN SUMMARY - Provide a summary of the optimization plan efforts and the results of those efforts from 2013 to present.
  - TREATMENT OPTIONS - Develop potential treatment options including biological and chemical treatment, effluent filtration, groundwater discharge or regionalization.
  - WATERSHED INFORMATION – Summarize watershed information including a watershed map, locations of MS4s in the watershed and the non-point source to point source ratio for the watershed.
  - ADAPTIVE MANAGEMENT - Evaluate the feasibility of adaptive management including eligibility and needed load reductions to meet TMDL limits.
  - TRADING - Evaluate the offset needed for trading to be successful, potential trading with the City of Milton MS4 and estimated cost.

- 
- **FINANCIAL IMPACT OF COMPLIANCE** - Evaluate the potential cost impacts on rate payers from implementing the compliance options.
  - **OPTIONS TO CONSIDER FOR PRELIMINARY DESIGN** – Outline options to reduce effluent phosphorus that should be studied in the future if trading with the City’s MS4 is not a feasible option.

---

**Manpower Requirements and Costs Summary**

| <b>Task</b>          | <b>Employee Class</b> | <b>Hourly Rate</b> | <b>Manhours</b> | <b>Labor Cost</b> |
|----------------------|-----------------------|--------------------|-----------------|-------------------|
| Engineering Report   | Project Manager       | \$160              | 34              | \$5,440           |
|                      | GIS Technician        | \$85               | 8               | \$680             |
|                      | Administrative        | \$70               | 8               | \$560             |
| Expenses             |                       |                    |                 | <u>\$320</u>      |
| <b>Estimated Fee</b> |                       |                    |                 | <b>\$7,000</b>    |

I:\Madison\MILTC\160770-Pre. Comp. Plan for P\Contract\Pre Comp Plan- Attachment B.docx

**City of Milton**  
**Zoning Board of Appeals ~ Wednesday, April 6, 2016**

**Call Meeting to Order**

Clerk Hilby called the meeting to order at 5:30 p.m. K. Holland nominated B. Lippincott as chairperson. L. Laehn seconded, and the motion carried.

Present: Larry Laehn, Bruce Lippincott, Tom Kevern, and Ken Holland.

Also present: Director of Public Works Howard Robinson, City Administrator Al Hulick, and City Clerk Elena Hilby.

Excused absence: Jim Polarski, Theron Dosch, and Carl Schultz.

**Approve Agenda**

L. Laehn moved to approve the agenda. T. Kevern seconded, and the motion carried.

**Approve Minutes – October 5, 2015**

K. Holland moved to approve the minutes. L. Laehn seconded, and the motion carried.

**Public Hearing And Discussion And Possible Action To Consider A Request From Parker Community Credit Union For A Variance To Allow Additional Illuminated Signs At 110 Parkview Drive.**

Chairperson Lippincott opened the public hearing at 5:35 p.m.

DPW Robinson explained the situation with this sign and why a variance would be needed. DPW Robinson said there have been no objections.

Brian Miller of PCCU was present to answer questions.

Chairperson Lippincott closed the public hearing at 5:47 p.m.

Discussion among the group followed.

Chairperson Lippincott read the standards that must be taken in consideration when granting or denying a variance.

Unnecessary Hardship - which is a situation where, in the absence of a variance, an owner can make no feasible use of a property, or strict conformity, is unnecessary burdensome.

Unique Property Limitation – a unique physical characteristic of the property, not the desires of or condition personal to the applicant, must prevent the applicant from development in compliance with the zoning ordinance. They determined this property is unique by how large it is for a B-3 zoned area. It was also decided that strict conformity would lead to lack of modernization which is not desirable for the city.

Protection of the Public Interest – in granting of a variance must neither harm the public interest nor undermine the purposes of the ordinance. The board's actions should be consistent with the objectives states in their local ordinance, which (in the case of a floodplains

or shoreline ordinance) has been adopted to meet minimum state statutory requirements. There was no public opposition.

Additional Court – Established Principles – Violations by or variances granted to neighboring owners do not justify a variance. Variances attach to the property as a permanent right. Once a variance is granted, it is permanently attached to the property. A new owner of the property may make use of a variance that was granted to the previous owner if all of the conditions that are attached to the variance are met.

L. Laehn moved to grant a variance to PCCU, to allow a variance for an additional monument freestanding sign and illuminated sign, extra square footage for illuminated signs, and extra square footage of over 32 square feet for monument/freestanding signs which are seen at the same time contingent on the following:

- The new sign should conform to have a stone resemblance similar to the building
- The new sign must be approved by the City Administrator.
- The illuminated sign shall be dimmed from 9:00 p.m. to 6:00 a.m. each day.

K. Holland seconded, and the motion carried.

### **General Items**

None.

### **Motion to Adjourn**

K. Holland moved to adjourn the April 6, 2016 meeting at 6:25 p.m. L. Laehn seconded, and the motion carried.

Respectfully submitted,

Elena Hilby  
City Clerk

## Office of the Director of Public Works

**To:** City of Milton Common Council  
**From:** Howard Robinson, Director of Public Works  
**Date:** August 2, 2016  
**Subject:** Discussion and Possible Action on 2016 Pavement Project Bids.

---

### **Discussion**

On July 28, 2016, the City of Milton Public Works Department and City of Milton Water Department received bids for the 2016 Pavement Projects, storm water improvements at Municipal Drive, and the South Pressure Zone Booster Pumping Station Improvements. We received three bids for each project. Baxter and Woodman are verifying the bids for correct quantities and cost.

The street pavement projects are for the Merchant Row parking lot, Chicago Street reconstruction between Madison Avenue and High Street, Chicago Street reconstruction from Hwy M to north of the Ethanol Driveway, a portion of Serns Road, and Woodcrest Drive. Chicago Street and Merchant Row are TID projects. Serns Road will be in the general budget. Woodcrest Drive work is part of the water borrowed money.

These projects are below budget. Some of them are higher or lower than original estimates for a certain section but overall they are below original estimates. Frank Bros., Inc. is the low bidder for these projects at \$305,209.50.

The Municipal Drive Drainage Improvements will clean out, regrade, and repair the Municipal Drive ditch from Hilltop Drive to the Railroad Crossing. Maintenance of storm water areas is part of our DNR permit requirements and our overall storm water control needs. Mike Nehls Excavating is the low bidder for this project at \$40,160.00.

The South Pressure Zone Booster Station Improvements are for the installation of the equipment for the pressure zone improvements on the southwest side of the city. The low bidder for this project is Gilbank Construction at \$227,200.00.



**Funding Sources**

|                           | General | TIF     | Water | Stormwater | Total   |
|---------------------------|---------|---------|-------|------------|---------|
| Merchant Row              | -       | 61,040  | -     | -          | 61,040  |
| Chicago St reconstruction | -       | 90,252  | -     | -          | 90,252  |
| Chicago St resurfacing    | -       | 101,110 | -     | -          | 101,110 |
| Serns Rd resurfacing      | 39,673  | -       | -     | -          | 39,673  |
| Municipal Dr              | -       | -       | -     | 40,160     | 40,160  |
| Woodcrest Lane            | 3,284   | -       | 9,851 | -          | 13,135  |
|                           | 42,957  | 252,402 | 9,851 | 40,160     | 345,370 |

The general fund source is from unspent proceeds from the borrowing for Parkview Drive.

**Staff Recommendation**

Staff requests approval of the bids from Frank Bros., Inc., Mike Nehls Excavating, and Gilbank Construction for these three projects. These are scheduled to be completed in 2016.

July 29, 2016

Mayor and Common Council  
City of Milton  
710 S. Janesville Street  
Milton, WI 53563

**Subject: 2016 Pavement Improvements**

Dear Mayor and Council Members:

Three bids were received and publically read on July 28, 2016, at 1:20 P.M. for the subject project. The bid opening was conducted at the City Municipal Building, 710 South Janesville Street.

| Bidder               | Total Base Bid | Total Bid (including alternates) | Bid Security |
|----------------------|----------------|----------------------------------|--------------|
| Frank Bros., Inc. ** | \$252,402.00   | \$305,209.50**                   | 10% Bid Bond |
| Tri-County Paving    | \$309,720.00   | \$369,960.50                     | 10% Bid Bond |
| Rock Road Co., Inc.  | \$340,597.28   | \$410,155.75                     | 10% Bid Bond |

\*\* A mathematical error was found within this bid. The corrected total is shown

We have analyzed the bids and find Frank Bros., Inc. to be the lowest responsive and responsible bidder. The low bid submitted by Frank Bros., Inc. was approximately 6% under our pre bid estimate of \$325,000.00 The original bidding documents from each bidder have been provided to the City. Enclosed is a copy of the Bid Tabulation.

Baxter & Woodman, Inc. has had successful prior work experiences with Frank Bros., Inc. in the past. Baxter and Woodman will be providing construction services on this project, including contract administration and part-time on-site observation of construction.

If you have any questions regarding this letter or the bids received, please feel free to contact me.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Mark E. Langer, P.E.

Enc. Bid tabulation  
C: Howard Robinson  
Elena Hilby

| No. Pay Item                                   | Approximate Quantity                             | ENGINEER'S ESTIMATE |              | FRANK BROS., INC.    |             | TRI-COUNTY PAVING    |              | ROCK ROAD CO., INC.  |              |                      |
|--|--|---------------------|--------------|----------------------|-------------|----------------------|--------------|----------------------|--------------|----------------------|
|  |  | Unit Price          | Amount       | Unit Price           | Amount      | Unit Price           | Amount       | Unit Price           | Amount       |                      |
| <b>PART A - MERCHANT ROW NORTH PARKING LOT</b> |  |                     |              |                      |             |                      |              |                      |              |                      |
| 1  | COMMON EXCAVATION                                | 1 LSUM              | \$ 8,000.00  | \$ 8,000.00          | \$ 9,990.00 | \$ 9,990.00          | \$ 19,000.00 | \$ 19,000.00         | \$ 22,000.00 | \$ 22,000.00         |
| 2  | SUBGRADE REMOVAL AND REPLACEMENT                 | 100 CY              | \$ 50.00     | \$ 5,000.00          | \$ 12.00    | \$ 1,200.00          | \$ 35.00     | \$ 3,500.00          | \$ 49.39     | \$ 4,939.00          |
| 3  | AGGREGATE BASE COURSE                            | 1000 TONS           | \$ 13.00     | \$ 13,000.00         | \$ 8.50     | \$ 8,500.00          | \$ 15.94     | \$ 15,940.00         | \$ 16.46     | \$ 16,460.00         |
| 4  | PCC CURB AND GUTTER                              | 275 LIN FT          | \$ 20.00     | \$ 5,500.00          | \$ 30.00    | \$ 8,250.00          | \$ 28.00     | \$ 7,700.00          | \$ 28.18     | \$ 7,749.50          |
| 5  | CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT | 225 LIN FT          | \$ 30.00     | \$ 6,750.00          | \$ 42.00    | \$ 9,450.00          | \$ 47.50     | \$ 10,687.50         | \$ 69.45     | \$ 15,626.25         |
| 6  | HOT-MIX ASPHALT PAVEMENT                         |                     |              |                      |             |                      |              |                      |              |                      |
|  | Upper Layer                                      | 150 TONS            | \$ 75.00     | \$ 11,250.00         | \$ 67.00    | \$ 10,050.00         | \$ 81.00     | \$ 12,150.00         | \$ 72.26     | \$ 10,839.00         |
|  | Lower Layer                                      | 150 TONS            | \$ 70.00     | \$ 10,500.00         | \$ 67.00    | \$ 10,050.00         | \$ 81.00     | \$ 12,150.00         | \$ 68.76     | \$ 10,314.00         |
| 7  | RESTORATION OF LAWNS AND PARKWAYS                | 300 SY              | \$ 5.00      | \$ 1,500.00          | \$ 8.50     | \$ 2,550.00          | \$ 13.00     | \$ 3,900.00          | \$ 15.76     | \$ 4,728.00          |
| 8  | TRAFFIC CONTROL AND PROTECTION                   | 1 LSUM              | \$ 500.00    | \$ 500.00            | \$ 1,000.00 | \$ 1,000.00          | \$ 1,800.00  | \$ 1,800.00          | \$ 3,018.96  | \$ 3,018.96          |
| <b>PART A TOTAL</b>                            |  |                     |              | <b>\$ 62,000.00</b>  |             | <b>\$ 61,040.00</b>  |              | <b>\$ 86,827.50</b>  |              | <b>\$ 95,674.71</b>  |
| <b>PART B - CHICAGO STREET RECONSTRUCTION</b>  |  |                     |              |                      |             |                      |              |                      |              |                      |
| 1  | COMMON EXCAVATION                                | 1 LSUM              | \$ 12,000.00 | \$ 12,000.00         | \$ 9,352.00 | \$ 9,352.00          | \$ 14,900.00 | \$ 14,900.00         | \$ 18,000.00 | \$ 18,000.00         |
| 2  | SUBGRADE REMOVAL AND REPLACEMENT                 | 200 CY              | \$ 50.00     | \$ 10,000.00         | \$ 11.00    | \$ 2,200.00          | \$ 35.00     | \$ 7,000.00          | \$ 47.75     | \$ 9,550.00          |
| 3  | AGGREGATE BASE COURSE                            | 650 TONS            | \$ 13.00     | \$ 8,450.00          | \$ 8.50     | \$ 5,525.00          | \$ 14.88     | \$ 9,672.00          | \$ 12.00     | \$ 7,800.00          |
| 4  | PCC PAVEMENT                                     |                     |              |                      |             |                      |              |                      |              |                      |
|  | 10-inch  | 950 SY              | \$ 50.00     | \$ 47,500.00         | \$ 68.00    | \$ 64,600.00         | \$ 65.25     | \$ 61,987.50         | \$ 65.66     | \$ 62,377.00         |
| 5  | HOT-MIX ASPHALT PAVEMENT                         |                     |              |                      |             |                      |              |                      |              |                      |
|  | Upper Layer                                      | 10 TONS             | \$ 75.00     | \$ 750.00            | \$ 90.00    | \$ 900.00            | \$ 150.00    | \$ 1,500.00          | \$ 150.00    | \$ 1,500.00          |
|  | Lower Layer                                      | 20 TONS             | \$ 70.00     | \$ 1,400.00          | \$ 90.00    | \$ 1,800.00          | \$ 150.00    | \$ 3,000.00          | \$ 150.00    | \$ 3,000.00          |
| 6  | AGGREGATE SHOULDER                               | 750 LF              | \$ 4.00      | \$ 3,000.00          | \$ 4.50     | \$ 3,375.00          | \$ 5.50      | \$ 4,125.00          | \$ 4.16      | \$ 3,120.00          |
| 7  | RESTORATION OF LAWNS AND PARKWAYS                | 200 SY              | \$ 5.00      | \$ 1,000.00          | \$ 8.50     | \$ 1,700.00          | \$ 10.00     | \$ 2,000.00          | \$ 15.76     | \$ 3,152.00          |
| 8  | TRAFFIC CONTROL AND PROTECTION                   | 1 LSUM              | \$ 1,900.00  | \$ 1,900.00          | \$ 800.00   | \$ 800.00            | \$ 2,600.00  | \$ 2,600.00          | \$ 2,012.64  | \$ 2,012.64          |
| <b>PART B TOTAL</b>                            |  |                     |              | <b>\$ 86,000.00</b>  |             | <b>\$ 90,252.00</b>  |              | <b>\$ 106,784.50</b> |              | <b>\$ 110,511.64</b> |
| <b>PART C - CHICAGO STREET RESURFACING</b>     |  |                     |              |                      |             |                      |              |                      |              |                      |
| 1  | ASPHALTIC SURFACE REMOVAL                        |                     |              |                      |             |                      |              |                      |              |                      |
|  | Surface (1-3/4-inches)                           | 5700 SY             | \$ 3.00      | \$ 17,100.00         | \$ 1.80     | \$ 10,260.00         | \$ 2.09      | \$ 11,913.00         | \$ 1.97      | \$ 11,229.00         |
| 2  | BASE REPAIRS                                     |                     |              |                      |             |                      |              |                      |              |                      |
|  | HMA  | 60 TONS             | \$ 80.00     | \$ 4,800.00          | \$ 75.00    | \$ 4,500.00          | \$ 110.00    | \$ 6,600.00          | \$ 250.00    | \$ 15,000.00         |
| 3  | CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT | 350 LIN FT          | \$ 30.00     | \$ 10,500.00         | \$ 42.00    | \$ 14,700.00         | \$ 47.50     | \$ 16,625.00         | \$ 71.53     | \$ 25,035.50         |
| 4  | FRAMES AND GRATES TO BE ADJUSTED                 |                     |              |                      |             |                      |              |                      |              |                      |
|  | Sanitary Sewer Manholes                          | 2 EACH              | \$ 400.00    | \$ 800.00            | \$ 350.00   | \$ 700.00            | \$ 250.00    | \$ 500.00            | \$ 704.25    | \$ 1,408.50          |
|  | Water Valve Manholes                             | 1 EACH              | \$ 400.00    | \$ 400.00            | \$ 350.00   | \$ 350.00            | \$ 250.00    | \$ 250.00            | \$ 806.15    | \$ 806.15            |
|  | Storm Inlet                                      | 1 EACH              | \$ 400.00    | \$ 400.00            | \$ 350.00   | \$ 350.00            | \$ 250.00    | \$ 250.00            | \$ 808.17    | \$ 808.17            |
| 5  | CATCH BASIN REMOVAL AND REPLACEMENT              |                     |              |                      |             |                      |              |                      |              |                      |
|  | 2' X 3' Box                                      | 3 EACH              | \$ 2,500.00  | \$ 7,500.00          | \$ 800.00   | \$ 2,400.00          | \$ 3,900.00  | \$ 11,700.00         | \$ 4,298.43  | \$ 12,895.29         |
| 6  | HOT-MIX ASPHALT PAVEMENT                         |                     |              |                      |             |                      |              |                      |              |                      |
|  | Upper Layer                                      | 700 TONS            | \$ 75.00     | \$ 52,500.00         | \$ 66.00    | \$ 46,200.00         | \$ 64.47     | \$ 45,129.00         | \$ 63.95     | \$ 44,765.00         |
|  | Leveling Layer                                   | 300 TONS            | \$ 75.00     | \$ 22,500.00         | \$ 66.00    | \$ 19,800.00         | \$ 64.47     | \$ 19,341.00         | \$ 66.27     | \$ 19,881.00         |
| 7  | RESTORATION OF LAWNS AND PARKWAYS                | 100 SY              | \$ 5.00      | \$ 500.00            | \$ 8.50     | \$ 850.00            | \$ 10.00     | \$ 1,000.00          | \$ 15.76     | \$ 1,576.00          |
| 8  | TRAFFIC CONTROL AND PROTECTION                   | 1 LSUM              | \$ 2,000.00  | \$ 2,000.00          | \$ 1,000.00 | \$ 1,000.00          | \$ 2,800.00  | \$ 2,800.00          | \$ 1,006.32  | \$ 1,006.32          |
| <b>PART C TOTAL</b>                            |  |                     |              | <b>\$ 119,000.00</b> |             | <b>\$ 101,110.00</b> |              | <b>\$ 116,108.00</b> |              | <b>\$ 134,410.93</b> |
| <b>BASE BID TOTAL</b>                          |  |                     |              | <b>\$ 267,000.00</b> |             | <b>\$ 252,402.00</b> |              | <b>\$ 309,720.00</b> |              | <b>\$ 340,597.28</b> |
| <b>ALTERNATE 1 - SERNS ROAD RESURFACING</b>    |  |                     |              |                      |             |                      |              |                      |              |                      |
| 1  | ASPHALTIC SURFACE REMOVAL                        |                     |              |                      |             |                      |              |                      |              |                      |
|  | Surface (1-3/4-inches)                           | 2600 SY             | \$ 3.00      | \$ 7,800.00          | \$ 1.80     | \$ 4,680.00          | \$ 2.09      | \$ 5,434.00          | \$ 2.17      | \$ 5,642.00          |
| 2  | BASE REPAIRS                                     |                     |              |                      |             |                      |              |                      |              |                      |
|  | HMA  | 30 TONS             | \$ 80.00     | \$ 2,400.00          | \$ 80.00    | \$ 2,400.00          | \$ 115.00    | \$ 3,450.00          | \$ 250.00    | \$ 7,500.00          |
| 3  | CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT | 25 LIN FT           | \$ 30.00     | \$ 750.00            | \$ 42.00    | \$ 1,050.00          | \$ 47.50     | \$ 1,187.50          | \$ 140.29    | \$ 3,507.25          |
| 4  | FRAMES AND GRATES TO BE ADJUSTED                 |                     |              |                      |             |                      |              |                      |              |                      |
|  | Sanitary Sewer Manholes                          | 2 EACH              | \$ 400.00    | \$ 800.00            | \$ 350.00   | \$ 700.00            | \$ 250.00    | \$ 500.00            | \$ 626.64    | \$ 1,253.28          |
| 5  | HOT-MIX ASPHALT PAVEMENT                         |                     |              |                      |             |                      |              |                      |              |                      |
|  | Upper Layer                                      | 300 TONS            | \$ 75.00     | \$ 22,500.00         | \$ 67.00    | \$ 20,100.00         | \$ 66.11     | \$ 19,833.00         | \$ 62.31     | \$ 18,693.00         |
|  | Leveling Layer                                   | 100 TONS            | \$ 75.00     | \$ 7,500.00          | \$ 67.00    | \$ 6,700.00          | \$ 66.11     | \$ 6,611.00          | \$ 69.18     | \$ 6,918.00          |
| 6  | AGGREGATE SHOULDER                               | 2000 LF             | \$ 2.00      | \$ 4,000.00          | \$ 1.50     | \$ 3,000.00          | \$ 1.55      | \$ 3,100.00          | \$ 1.84      | \$ 3,680.00          |
| 7  | RESTORATION OF LAWNS AND PARKWAYS                | 5 SY                | \$ 5.00      | \$ 25.00             | \$ 8.50     | \$ 42.50             | \$ 20.00     | \$ 100.00            | \$ 14.40     | \$ 72.00             |
| 8  | TRAFFIC CONTROL AND PROTECTION                   | 1 LSUM              | \$ 2,225.00  | \$ 2,225.00          | \$ 1,000.00 | \$ 1,000.00          | \$ 1,300.00  | \$ 1,300.00          | \$ 1,006.32  | \$ 1,006.32          |
| <b>ALTERNATE 1 TOTAL</b>                       |  |                     |              | <b>\$ 48,000.00</b>  |             | <b>\$ 39,672.50</b>  |              | <b>\$ 41,515.50</b>  |              | <b>\$ 48,271.85</b>  |

CITY OF MILTON, WI  
 2016 PAVEMENT IMPROVEMENTS  
 BID TAB

JULY 28, 2016 @ 1:20 PM

**ALTERNATE 2 - WOODCREST LANE**

|                          |   |           |                      |                      |                      |                      |                      |                      |                      |                      |
|--------------------------|---|-----------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 1                        | ASPHALTIC SURFACE REMOVAL<br>Butt Joints            | 50 SY     | \$ 10.00             | \$ 500.00            | \$ 30.00             | \$ 1,500.00          | \$ 28.00             | \$ 1,400.00          | \$ 26.53             | \$ 1,326.50          |
| 2                        | BASE REPAIRS<br>HMA                                 | 20 TONS   | \$ 80.00             | \$ 1,600.00          | \$ 90.00             | \$ 1,800.00          | \$ 110.00            | \$ 2,200.00          | \$ 250.00            | \$ 5,000.00          |
| 3                        | CONCRETE CURB AND GUTTER<br>REMOVAL AND REPLACEMENT | 80 LIN FT | \$ 30.00             | \$ 2,400.00          | \$ 42.00             | \$ 3,360.00          | \$ 47.50             | \$ 3,800.00          | \$ 71.81             | \$ 5,744.80          |
| 4                        | HOT-MIX ASPHALT PAVEMENT<br>Upper Layer             | 25 TONS   | \$ 75.00             | \$ 1,875.00          | \$ 90.00             | \$ 2,250.00          | \$ 145.00            | \$ 3,625.00          | \$ 150.00            | \$ 3,750.00          |
|                          | Leveling Layer                                      | 15 TONS   | \$ 75.00             | \$ 1,125.00          | \$ 90.00             | \$ 1,350.00          | \$ 145.00            | \$ 2,175.00          | \$ 150.00            | \$ 2,250.00          |
| 5                        | MEDIUM RIP RAP                                      | 25 CY     | \$ 60.00             | \$ 1,500.00          | \$ 38.00             | \$ 950.00            | \$ 175.00            | \$ 4,375.00          | \$ 59.56             | \$ 1,489.00          |
| 6                        | RESTORATION OF LAWNS AND<br>PARKWAYS                | 50 SY     | \$ 5.00              | \$ 250.00            | \$ 8.50              | \$ 425.00            | \$ 13.00             | \$ 650.00            | \$ 14.40             | \$ 720.00            |
| 7                        | TRAFFIC CONTROL AND<br>PROTECTION                   | 1 LSUM    | \$ 750.00            | \$ 750.00            | \$ 1,500.00          | \$ 1,500.00          | \$ 500.00            | \$ 500.00            | \$ 1,006.32          | \$ 1,006.32          |
| <b>ALTERNATE 2 TOTAL</b> |   |           | <b>\$ 10,000.00</b>  | <b>\$ 13,135.00</b>  | <b>\$ 13,135.00</b>  | <b>\$ 18,725.00</b>  | <b>\$ 18,725.00</b>  | <b>\$ 21,286.62</b>  | <b>\$ 21,286.62</b>  | <b>\$ 21,286.62</b>  |
| <b>ALTERNATES TOTAL</b>  |   |           | <b>\$ 58,000.00</b>  | <b>\$ 52,807.50</b>  | <b>\$ 52,807.50</b>  | <b>\$ 60,240.50</b>  | <b>\$ 60,240.50</b>  | <b>\$ 69,558.47</b>  | <b>\$ 69,558.47</b>  | <b>\$ 69,558.47</b>  |
| <b>TOTAL BID</b>         |   |           | <b>\$ 325,000.00</b> | <b>\$ 305,209.50</b> | <b>\$ 305,209.50</b> | <b>\$ 369,960.50</b> | <b>\$ 369,960.50</b> | <b>\$ 410,155.75</b> | <b>\$ 410,155.75</b> | <b>\$ 410,155.75</b> |

July 29, 2016

Mayor and Common Council  
City of Milton  
710 S. Janesville Street  
Milton, WI 53563

**Subject: Municipal Drive Drainage Improvements**

Dear Mayor and Council Members:

Three bids were received and publically read on July 28, 2016, at 1:00 P.M. for the subject project. The bid opening was conducted at the City Municipal Building, 710 South Janesville Street.

| Bidder                | Total Bid   | Bid Security |
|-----------------------|-------------|--------------|
| Mike Nehls Excavating | \$40,160.00 | 10% Bid Bond |
| Valia Excavating      | \$68,500.00 | 10% Bid Bond |
| GMS Excavators        | \$70,400.00 | 10% Bid Bond |

We have analyzed the bids and find Mike Nehls Excavating to be the lowest responsive and responsible bidder. The low bid submitted by Mike Nehls Excavating was approximately 30% under our pre bid estimate of \$58,000.00 The original bidding documents from each bidder have been provided to the City. Enclosed is a copy of the Bid Tabulation.

Baxter and Woodman will be providing construction services on this project, including contract administration and part-time on-site observation of construction.

If you have any questions regarding this letter or the bids received, please feel free to contact me.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Mark E. Langer, P.E.

Enc. Bid tabulation  
C: Howard Robinson  
Elena Hilby

**CITY OF MILTON  
MUNICIPAL DRIVE DRAINAGE IMPROVEMENTS**

**BID TAB**

| No. Pay Item                        | Approximate Quantity | ENGINEER'S ESTIMATE |                     | MIKE NEHLS EXCAVATING |                     | VALIA EXCAVATING |                     | GMS EXCAVATORS |                     |
|-------------------------------------|----------------------|---------------------|---------------------|-----------------------|---------------------|------------------|---------------------|----------------|---------------------|
|                                     |                      | Unit Price          | Amount              | Unit Price            | Amount              | Unit Price       | Amount              | Unit Price     | Amount              |
| 1 CONSTRUCTION LAYOUT AND STAKING   | 1 LSUM               | \$ 3,000.00         | \$ 3,000.00         | \$ 1,200.00           | \$ 1,200.00         | \$ 5,000.00      | \$ 5,000.00         | \$ 5,000.00    | \$ 5,000.00         |
| 2 COMMON EXCAVATION                 | 1 LSUM               | \$ 25,000.00        | \$ 25,000.00        | \$ 23,000.00          | \$ 23,000.00        | \$ 38,000.00     | \$ 38,000.00        | \$ 30,000.00   | \$ 30,000.00        |
| 3 EROSION AND SEDIMENTATION CONTROL |                      |                     |                     |                       |                     |                  |                     |                |                     |
| Heavy Riprap                        | 20 CY                | \$ 60.00            | \$ 1,200.00         | \$ 50.00              | \$ 1,000.00         | \$ 100.00        | \$ 2,000.00         | \$ 100.00      | \$ 2,000.00         |
| Medium Riprap                       | 10 CY                | \$ 60.00            | \$ 600.00           | \$ 50.00              | \$ 500.00           | \$ 100.00        | \$ 1,000.00         | \$ 100.00      | \$ 1,000.00         |
| Ditch Check                         | 2 EA                 | \$ 400.00           | \$ 800.00           | \$ 200.00             | \$ 400.00           | \$ 300.00        | \$ 600.00           | \$ 400.00      | \$ 800.00           |
| Stabilized Construction Entrance    | 1 LSUM               | \$ 2,000.00         | \$ 2,000.00         | \$ 2,500.00           | \$ 2,500.00         | \$ 1,500.00      | \$ 1,500.00         | \$ 2,000.00    | \$ 2,000.00         |
| Erosion Mat Class I Type B          | 4600 SY              | \$ 3.00             | \$ 13,800.00        | \$ 1.00               | \$ 4,600.00         | \$ 2.00          | \$ 9,200.00         | \$ 3.00        | \$ 13,800.00        |
| 4 RESTORATION OF LAWNS AND PARKWAYS | 4600 SY              | \$ 2.00             | \$ 9,200.00         | \$ 1.35               | \$ 6,210.00         | \$ 2.00          | \$ 9,200.00         | \$ 3.00        | \$ 13,800.00        |
| 5 TRAFFIC CONTROL AND PROTECTION    | 1 LSUM               | \$ 2,400.00         | \$ 2,400.00         | \$ 750.00             | \$ 750.00           | \$ 2,000.00      | \$ 2,000.00         | \$ 2,000.00    | \$ 2,000.00         |
|                                     |                      | <b>TOTAL</b>        | <b>\$ 58,000.00</b> | <b>TOTAL</b>          | <b>\$ 40,160.00</b> | <b>TOTAL</b>     | <b>\$ 68,500.00</b> | <b>TOTAL</b>   | <b>\$ 70,400.00</b> |

July 29, 2016

Mayor and Common Council  
City of Milton  
710 South Janesville Street  
Milton, WI 53563

***Subject: South Pressure Zone Booster Pumping Station Improvements***

Dear Mayor and Council Members:

Three bids were received and publically read on July 28, 2016 @ 1:40 PM for the subject project. The bid opening was conducted at the City Municipal Building, 710 South Janesville Street. A summary of the lump sum bids received from the bidders is noted below.

| Bidder                              | Lump Sum Bid | Bid Security |
|-------------------------------------|--------------|--------------|
| Gilbank Construction<br>Clinton, WI | \$227,200.00 | 10% Bid Bond |
| MZ Construction<br>Linden, WI       | \$238,000.00 | 10% Bid Bond |
| Magill Construction<br>Elkhorn, WI  | \$241,000.00 | 10% Bid Bond |

We have analyzed the bids and find Gilbank Construction of Clinton, WI to be the lowest responsive and responsible bidder. The low bid submitted by Gilbank Construction was approximately 14% under our pre-bid estimate of \$264,500 for the project. The original bidding documents from each bidder have been provided to the City.

Baxter & Woodman, Inc. has had successful prior work experiences with Gilbank Construction in the past, and we understand that Gilbank Construction is currently working on the City Library project. Baxter and Woodman will be providing construction services on this project, including contract administration and part-time on-site observation of construction.

If you have any questions regarding this letter or the bids received, please feel free to contact me.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Mark E. Langer, P.E.

C: Howard Robinson  
Elena Hilby

## Office of the City Finance Director/Treasurer

**To:** Mayor Welch, Common Council Members  
**From:** Dan Nelson, City Finance Director/Treasurer  
**Date:** August 2, 2016  
**Subject:** Discussion and possible action regarding Resolution No. 2016-\_\_\_\_\_ Authorizing Purchase of Property and Execution of Closing Documents

---

### Background

Under Wisconsin Statutes, if the County is going to foreclose on a property due to unpaid property taxes, the municipality in which the property lies in has the first right to purchase it for the price of the unpaid property taxes and interest and the County's foreclosure expenses.

There is a parcel the City of Milton, which the City could purchase for \$1,006.40. The parcel is approximately 1 acre in size and is undeveloped and largely covered in tree growth. By purchasing this parcel, the City could utilize the property as an extension of King Park and ensure the trees and natural growth remain as a buffer for the adjoining residence. Below is an aerial diagram of the parcel (shown in red).



### Recommendation

Approve Resolution No. 2016-\_\_\_\_\_ Authorizing Purchase of Property and Execution of Closing Documents.

**RESOLUTION NO. 2016 -26  
AUTHORIZING PURCHASE OF PROPERTY  
AND EXECUTION OF CLOSING DOCUMENTS**

**WHEREAS**, Rock County has notified the City of Milton that it is foreclosing on the below described property due to unpaid property taxes and, pursuant to statute, is offering to the City the opportunity to purchase said parcel; and

**WHEREAS**, the Common Council of the City of Milton, upon recommendation of the plan commission, having made a determination that the purchase of the property described below will serve a public purpose by preserving a woodlot within the City with all the aesthetic and other benefits that flow from such property; and

**WHEREAS**, the Common Council of the City of Milton having determined that it is an appropriate use of the funds of the City to acquire the below described property, which will be a substantial benefit to the citizenry of the City.

**BE IT HEREBY RESOLVED**, by the Common Council of the City of Milton, that Mayor Anissa Welch and/or City Administrator Al Hulick are authorized to submit to Rock County an offer to purchase the below described property for a sum not to exceed \$1,100.00:

Outlet 39 in the Assessor's Plat of the Village (now City) of Milton, County of Rock, State of Wisconsin.

Except that portion of said Outlet 39 included within the platted subdivision named First Addition to Green Hill; and

Except such portion of said Outlet 39 as may be used, laid out, dedicated or used in any manner whatsoever, for highway, street, alley or other public purposes; and

Except that parcel previously conveyed to Allen H. Viney and Doris E. Viney, by deed recorded May 3, 1963 in Volume 81 of Records on Page 499 as Document No. 658978; and

Except land conveyed to the Village of Milton by deed recorded in Volume 359 of Deeds on Page 74 as Document No. 483150; and

Except land conveyed to the Village of Milton by deed recorded in Volume 523 of Deeds on Page 479 as Document No. 599049; and

Except land conveyed to Sanford B. Webb and Pauline Webb by deed recorded in volume 473 of Records on Page 129 as Document No. 798717; and

Except land conveyed to Richard H.E. Forster and Sandra A. Forster, by deed recorded in Volume 729 of Records on Page 276 as Document No. 898294; and

Except Certified Survey Map recorded in Volume 8 of Certified Survey Maps on Page 201 as Document No. 898636.

**FURTHER**, that Al Hulick, City Administrator, along with Anissa Welch, Mayor of the City of Milton, are authorized to sign all documents on behalf of the City which are necessary to carry out the terms of the purchase of the property by the City from Rock County.

Adopted by a vote of the Common Council of the City of Milton, Rock County, Wisconsin this 2nd day of August, 2016.

City of Milton

By: \_\_\_\_\_  
Anissa Welch  
Mayor

Attest:

By: \_\_\_\_\_  
Elena Hilby  
Clerk

**CERTIFICATION**

I, Elena Hilby, Clerk of the City of Milton, do hereby certify that the foregoing is a true and correct copy of the Resolution Authorizing Purchase of Property and Execution of Closing Documents approved by the Common Council of the City of Milton, Wisconsin the 2nd day of August, 2016.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Elena Hilby  
Clerk



## Office of the City Finance Director/Treasurer

**To:** Mayor Welch, Common Council Members  
**From:** Dan Nelson, City Finance Director/Treasurer  
**Date:** August 2, 2016  
**Subject:** Discussion and Possible Action Regarding the Water Rate Study

---

### Background

On October 20, 2015, the Common Council engaged with Hawkins Ash CPAs to provide assistance in filing a water rate application to potentially increase water rates.

The last water rate study was conducted in 2012. In order to complete the new water rate study, there are some policy decisions the Council will need to make regarding the rate structure. These are outlined below.

### Public Fire Protection Charge

This charge is intended to help maintain the fire hydrants and make proper funding is available for appropriate water pressure in the event of a fire emergency. This charge is currently apportioned to all residents/businesses who have water service within the City and is based on their meter size.

- Q1. Does the Council wish to bill non-customers (those that don't have water service and a vacant parcel)?
- i. If so, does the Council wish to count contiguous undeveloped parcels owned by the person/entity as a single charge or a charge to each individual parcel?

### Metered Water Usage

#### ***Declining Rate Structure***

Currently, the City utilizes a declining rate structure for its rate structure as shown below:

*First 22,000 gallons used bimonthly - \$2.27/1,000 gallons*  
*Next 88,000 gallons used bimonthly - \$2.01/1,000 gallons*  
*Next 5,890,000 gallons used bimonthly - \$1.77/1,000 gallons*  
*Over 6,000,000 gallons used bimonthly - \$1.12/1,000 gallons*

We can continue to follow the same basic structure, the more water that is used, the lower the rate.

#### ***Uniform Rate Structure***

Applicable only to residential and multifamily residential, where the cost is the same per 1,000 gallons regardless of bimonthly usage. This would not affect commercial, industrial, or public authority customers.

#### ***Inclining Rate Structure***

Applicable only to residential and multifamily residential, where the cost increases at various intervals per 1,000 gallons. This would not affect commercial, industrial, or public authority customers.



### **Recommendation**

Staff does not have any recommendations for the Council regarding the rate structure or public fire protection charges. The questions below need to be answered to fully complete the rate application:

1. Does the Council wish to bill non-customers (those that don't have water service or a vacant parcel) for public fire protection charges?
2. If yes, does the Council wish to count contiguous undeveloped parcels owned by the person/entity as a single charge or a charge to each individual parcel?
3. For residential and multifamily residential rates, does the council prefer a declining, uniform, or inclining rate structure?

When the PSC examines the City's rate application, they will consider these recommendations but there is no guarantee they will create the rates in the preferred methodology. Although, questions stated above are not "ground breaking," there are other municipalities that have these various types of rate structures.

### **RATE APPLICATION STATUS (Discussion only)**

The PSC has not vetted/analyzed the information we provided to them and it could take another 3 – 6 months. Based on the PSC's recommended rate of return on assets, increases in expenses, and anticipated water usage the Milton Water Utility is requesting an increase in annual revenues of \$247,000 which is 22% over the anticipated revenues. **Until the PSC completes the cost of service study, we cannot estimate or predict what this will mean for water base, public fire protection, or volume charges.**

It is important to note that this is **NOT** an operating cash flow deficit. There is an expectation that the utility be able to cover annual maintenance and replacement of assets. In some years, this amount could be very little and other years it could be significant. It is important for the utility to ensure the rates account for the "smoothing" effect of these variables (which is reflected in the \$247,000 amount).

The four major water projects occurring this summer is the driving force behind this increase. We need to make sure rates are sufficient to continue to maintain the new equipment in the system and cover the debt service on the \$2.50 million in projects.



# Milton Police Department

**To:** Mayor Welch, Common Council Members  
**From:** Scott Marquardt, Chief of Police  
**Date:** August 2, 2016  
**Subject:** Discussion and Possible Action Regarding Middle School Resource Officer Agreement

---

## **Background**

In September 2015, the Milton School District and the Milton Police Department drafted a joint agreement formalizing a part time middle school resource officer (SRO) position. The agreement provides a law enforcement officer liaison to the Milton Middle School on a part time basis and includes financial support provided to the city by the school district. The language draft process was completed by the end of September 2015. The School District and the Police Department abided by the terms of the language throughout the 2015-2016 school year. However, due to an administrative error, the agreement was never presented for formal adoption to the School Board or Common Council. This error was discovered by the school district during a contract review at the end of their fiscal year on July 1, 2016. The School District, the Police Department and city staff have reviewed the agreement again and now present the document to the Common Council for formal adoption. Please note that additional conversations between the City and the School District are planned to revisit the agreements for both the part time middle school SRO position and the full time SRO position. These discussions may result in a modified agreement that will be presented at a later time.

## **Recommendation**

Approve the Middle School Resource Officer Agreement.

2015-2016

**MIDDLE SCHOOL RESOURCE OFFICER AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, is made by and between The City of Milton, Rock County, Wisconsin, a municipal corporation, hereinafter referred to as “City”, and the School District of Milton hereinafter referred to as “School District”, and the position of Middle School Resource Officer, hereinafter referred to as “SRO”.

WHEREAS, in 2010 the City and the School District entered into a pilot Middle School SRO program, recognized the value of having a police officer assigned to Milton Middle School, located in the City of Milton for the safety of juvenile and adult who attend the school and visit it; and

WHEREAS, pursuant to agreement between the City and the School District effective Oct. 1, 2015, both the City and the School District have agreed to re-institute the pilot program of a Middle School Resource Officer; and

WHEREAS, the City and the School District find that it is appropriate to enter into a new Middle School SRO Agreement to reflect the fact that the program is a cost-shared program and to memorialize the commitment of the School District to reimburse the City \$5,000 for program costs associated with this specialized assignment.

NOW, THEREFORE, the City and the School District agree as follows:

**I. APPOINTMENT OF MIDDLE SCHOOL SRO:**

1. **Hiring of Middle School SRO.** The Chief of Police of the City is hereby authorized to appoint the Middle School SRO. The Middle School SRO is an employee of the City of Milton Police Department, and pursuant to WI State Statute 62.13, his or her hire, promotion, discipline, or termination, and remains the exclusive responsibility of the Chief of Police, subject to the governance of the City’s Police Commission and chapter 62.13 of the WI State Statutes.

2. **Applications and Assignment.** The City shall be responsible for the initial receipt of applications and interviews of candidates interested in the Middle School SRO assignment. The assignment of the Middle School SRO shall be made in consultation with the Milton Middle School’s administration, specifically the Principal and/or their designee.

3. **Background Checks.** The City shall be responsible for conducting local background checks and State of Wisconsin Department of Justice background checks on the Middle School SRO prior to his/her assignment.

## II. TRAINING, DISCIPLINE AND EQUIPMENT.

1. **Training.** Training of the Middle School SRO shall be shall be coordinated through the City of Milton Police Department under the authority of the Chief of Police. If there are specific trainings that the School District would like the SRO to attend, said training and its expense may be mutually agreed upon.

2. **Performance and Discipline.** The City of Milton Police Department shall address any performance concerns in conjunction with the School District. If the District has concerns over the SRO's performance, they shall be reported directly to the Chief of Police.

3. **School District Acceptable Use Policy:** The SRO does hereby agree to follow (and must acknowledge through electronic signature, that s/he will abide by District policy when using all District issued electronic devices, and District provided information (including confidential records).

4. **Uniforms and Equipment.** All equipment and uniforms shall be the responsibility of the City of Milton and be in accordance with Department rules and regulations for police officers.

a. **SRO Duties.** The individual appointed as the Middle School SRO shall be actively scheduled and assigned to Milton Middle School for no less than 4, but no more than 6 hours during a normal school week. Duties shall include proactively communicating with students and staff, as well as responding to incidents and requests for service as requested. The City and the School District mutually agree that if for some reason illness, crisis, or other schedule conflict arises, that the two parties shall meet to discuss proper payment for the program's services rendered for hours not allocated the Middle School SRO assignment.

b. **SRO Schedule.** The schedule of the SRO rests with the Chief of Police and/or his or her designee. The schedule for assignment shall be made with input from the Middle School's administration.

## III. SRO COMPENSATION, BENEFITS AND PERSONNEL SUPERVISION.

1. **Payroll.** The City shall be responsible for all payroll-associated functions, including providing compensation to the SRO in accordance with City policies

2. **Worker's Compensation.** The City shall be responsible for providing any other benefits to the assigned SRO, and are entitled under any applicable state or federal law, including but not limited to worker's compensation and unemployment compensation.

3. **Personnel records.** The City shall be responsible for maintaining the SRO's employee personnel file records.

4. **Absences.** If the SRO will be absent from their assignment to the Middle School, s/he shall notify the Milton Middle School office as soon as practical.

#### **IV. COST OF PROGRAM.**

The School District shall pay the City \$5,000 annually for the cost of the Middle School SRO program. The City shall invoice the School District by forwarding the same to the office of the School District Superintendent. The School District shall reimburse the City for the amount on an invoice within 15 days of receipt of the documentation. The District shall be issued invoices for program cost sharing in two separate invoices of \$2,500.00 each, one issued prior to March 1<sup>st</sup> of each year, and one within 5 days of the end of the school year, so that the District can make its final payment prior to the City prior to June 30<sup>th</sup>.

#### **V. LIABILITY; INSURANCE.**

1. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.

2. The School District shall carry at its own expense throughout the term of this Agreement commercial general liability insurance coverage, with limits of at least \$2,000,000 per occurrence, and shall deliver evidence of this coverage to the City prior to the Commencement Date, and annually thereafter during the term of this Agreement. The City shall carry at its own expense throughout the term of this Agreement commercial general liability insurance coverage, with limits of at least \$2,000,000 per occurrence, and shall deliver evidence of such coverage to the School District prior to the Commencement Date, and annually thereafter during the term of this Agreement.

**VI. PRIOR AGREEMENT TERMINATION.**

Any other Agreement regarding the Middle School SRO, but not limited to, the pilot program of 2010, is hereby terminated and superseded by the terms of this Agreement.

**VII. TERM.**

This Agreement shall remain in full force and effect up and until such time as either party exercises its option to terminate this Agreement.

**VIII. OPTION TO TERMINATE.**

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party of their intent to do so. Provided, however, that the Chief of Police of the City shall have the authority to immediately suspend the provisions of this Agreement shall it be deemed necessary in the interest of public safety.

**IX. AMENDMENTS.**

This agreement may be amended only upon the mutual written agreement executed by both parties.

**X. NOTICE.**

Any notice required by this Agreement shall be sent to the respective parties at the addresses set forth below. The place of notice may be changed by mailing to the parties at the following address:

NOTICE TO CITY:

City Administrator  
710 S. Janesville Street  
Milton, WI 53563

NOTICE TO THE SCHOOL DISTRICT: School District of Milton  
448 East High Street  
Milton, WI 53563

THE SCHOOL DISTRICT OF MILTON  
By:

\_\_\_\_\_

Authorized Representative

APPROVED BY THE COMMON COUNCIL OF THE CITY OF MILTON this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Anissa Welch  
Mayor

Attest:

\_\_\_\_\_

Elena Hilby  
Clerk



# Milton Police Department

**To:** Mayor Welch, Common Council Members  
**From:** Scott Marquardt, Chief of Police  
**Date:** August 2, 2016  
**Subject:** Discussion and Possible Action Regarding Resolution Approving Police Cooperation Intergovernmental Agreement

---

## **Background**

In September 2015, I was contacted by Lieutenant Doug Vierck of the Edgerton Police Department exploring interest in a multi-jurisdictional training consortium in Rock County. Lieutenant Vierck was attending the Wisconsin Command College at the time and his capstone project involved researching the feasibility of a joint training group. Similar training groups currently exist in Dane County and other counties in the state. Such training groups typically consist of several smaller police agencies pooling resources by conducting joint training, sharing instructors across the agencies, and splitting associated costs. As conceptual discussions continued over the subsequent ten months, enough interest developed to create a formal training group in Rock County consisting of the following agencies:

- Village of Clinton Police Department
- City of Edgerton Police Department
- City of Evansville Police Department
- City of Milton Police Department
- Township of Beloit Police Department

I believe that this new training group can provide training opportunities and resources that would be difficult for Milton PD, and the other participating agencies, on their own. There are also advantages to building relationships and consistent practices with area law enforcement agencies. There is no additional fiscal impact of joining this training group as any training costs will be covered within the current training budget.

The training group is now at the stage of formalizing the training relationship between the five agencies through a resolution adopted by each political authority. The resolution and the intergovernmental agreement is presented for your review and approval.

## **Recommendation**

Approval of the resolution and signing of the Police Cooperation Intergovernmental Agreement.

**RESOLUTION #2016-25**  
**APPROVING POLICE COOPERATION INTERGOVERNMENTAL AGREEMENT**

**WHEREAS**, the Common Council of the City of Milton finds it to be in the best interests of the residents and property owners of the City to provide for the training of its police officers; and

**WHEREAS**, the Common Council of the city of Milton finds that it may make a more efficient use of its resources and better provide for the training of its police officers by sharing resources for that purpose with other communities; and

**WHEREAS**, Section 66.0301, Wis. Stats., allows municipalities to enter into intergovernmental agreements to permit the sharing of resources.

**NOW, THEREFORE**, be it resolved by the Common Council of the City of Milton that the Police Cooperation Intergovernmental Agreement between the Village of Clinton, the City of Edgerton, the City of Evansville, the City of Milton, and the Beloit Township which is attached hereto and incorporated herein, is hereby approved; and

Further, that the mayor, city administrator and police chief are hereby authorized to sign the Police Cooperation Intergovernmental Agreement on behalf of the City of Milton.

Approved by the Common Council of the City of Milton this 2nd day of August, 2016.

By:

\_\_\_\_\_  
Anissa Welch, Mayor

Attest:

\_\_\_\_\_  
Elena Hilby, City Clerk

## **POLICE COOPERATION INTERGOVERNMENTAL AGREEMENT**

Agreement entered into between the Village of Clinton ("Clinton") the City of Edgerton ("Edgerton"), City of Evansville ("Evansville"), the City of Milton ("Milton"), and the Beloit Township ("Town of Beloit"), herein after referred to collectively as ("Member Communities") all being Wisconsin municipal corporations.

**WHEREAS**, Section 66.0301, Wis. Stats., allows the Member Communities to enter into Intergovernmental Agreements between themselves individually and collectively; and

**WHEREAS**, the parties to this Agreement seek to act for their common benefit and for the health, safety and welfare of the residents and property owners of their individual communities; and

**WHEREAS**, the parties deem it to be in their mutual best interests and set forth the general terms and conditions necessary to implement a cooperative sharing of resources by permitting law enforcement personnel to participate in joint training in several areas which will be of benefit both to the individual community and in cases of mutual aid; and

**WHEREAS**, the City Councils/Town Board/Village Board of Clinton, Edgerton, Evansville, Milton, and Town of Beloit have reviewed and approved this Intergovernmental Agreement for the cooperation of Law enforcement; and

**NOW, THEREFORE**, for and in consideration of the foregoing preambles and recitals and further consideration of the benefits, covenants and agreements set forth herein, the parties agree as follows:

1. Purpose - The purpose of this Agreement is to permit the sharing of training resources and allow officers to participate in joint training between the Member Communities for the purposes of training.
2. Term and Renewal
  - a. Term - The term of this Agreement shall commence effective as of the date of execution by all parties, all following the adoption of the appropriate resolutions by all City/Town/Village Councils/Boards authorizing its execution and shall remain in effect for three (3 years) from the date the last party executes the agreement.

b. Renewal - This Agreement shall be renewed for a three-year term, unless, at least 180 days prior to the end of the term or any renewal term, any one of the participating parties gives written notice to the other Member Agencies of a determination not to further seek renew this agreement.

3. Definitions:

a. "Chiefs of Police - Means the Chiefs of Police of the Village of Clinton, City of Edgerton, City of Evansville, City of Milton, and Town of Beloit.

b. "Training" - Means inservice training provided by law enforcement instructors in areas, including but not limited to, firearms, EVOC, CPR, DAAT, Taser recertification, legal updates, Tactical Response SFST and drug investigations.

c. "Law Enforcement Personnel" - Means all personnel of the respective departments including but not limited to sworn officers and all administrative support staff

d. "Member Communities" - Means the five municipal corporations of the Village of Clinton, the City of Edgerton, the City of Evansville, the City of Milton, and the Town of Beloit.

4. The parties agree that implementation of this Agreement must be flexible to achieve maximum efficiency when permitting officers to participate in joint training. However, with that in mind, the following procedures shall be adhered to as reasonably possible:

a. It is agreed that each Member Community shall be individually responsible for any and all disability payments and worker's compensation claims that their personnel may incur, and for any damage to equipment and clothing, or other expenses, including medical expenses, which arise out of any training activity which occurs under this Agreement. Such costs will be paid and provided in accordance with applicable assisting Member policies and collective bargaining agreements. Each Member Community agrees to indemnify and hold other Member Communities harmless for any claims which may arise under this Agreement except to the extent that such claims are caused by the intentional acts of a Member Community's Law Enforcement Personnel.

- b. It is agreed that each individual Member Community shall be responsible for the respective wages, benefits, and other compensation of their Law Enforcement Personnel engaged in training under this Agreement in accordance with bargaining agreements and contracts. The Parties agree and understand that this Agreement does not, and is not intended to, create an employment relationship between the Member Communities or their personnel.
- c. It is agreed that Member Agencies will share equipment, facilities, and personnel for the purposes of conducting training.
- d. All performance and disciplinary matters will be evaluated, issued and processed according to the policies, rules, procedures and collective bargaining agreement applicable to the individual Member Community where the law enforcement personnel is regularly employed and by the Police and Fire Commission where the law enforcement personnel is regularly employed.

5.Limitation of Agreement - Nothing in this Agreement is intended to modify the obligations under existing mutual aid agreements.

6.Adoption of Agreement - Each Party to this Agreement shall pass a resolution directing the Mayor, Town Chairperson, or Village Board President to enter into this intergovernmental agreement.

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.**

**Village of Clinton**

**City of Edgerton**

By: \_\_\_\_\_

By: \_\_\_\_\_

Village Board President

Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_

Village Administrator

City Administrator

By: \_\_\_\_\_

By: \_\_\_\_\_

Police Chief

Police Chief

**City of Evansville**

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

City Administrator

By: \_\_\_\_\_

Police Chief

**Town of Beloit**

By: \_\_\_\_\_

Town Chairperson

By: \_\_\_\_\_

Town Administrator

By: \_\_\_\_\_

Police Chief

**City of Milton**

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

City Administrator

By: \_\_\_\_\_

Police Chief